

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

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DEALER TIRE, LLC, :
 :
 Plaintiff, : CASE NO.: 1:17 CV 2643
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 v. :
 :
AUTOMATED MEDIA, INC., :
 :
 :
 Defendant. :
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INJUNCTION ON CONSENT ORDER AND JUDGMENT

WHEREAS, on December 19, 2017, Dealer Tire, LLC ("Dealer Tire" or "Plaintiff") filed a Complaint (ECF No. 1) in this action against Defendants Guy Barbano ("Barbano") and Automated Media, Inc. ("AMI") alleging breach of restrictive covenants contained in a Preservation and Protection Agreement (the "Preservation Agreement") and Non-Competition Addendum (the "Addendum"), between Dealer Tire and Barbano (both dated July 22, 2013), misappropriation by Barbano, tortious interference with contract by AMI, and violation by all Defendants of the Ohio Uniform Trade Secrets Act and federal Defend Trade Secrets Act;

WHEREAS, the Complaint requested temporary, preliminary, and permanent injunctive relief, among other relief;

WHEREAS, AMI filed an Answer to the Complaint on January 10, 2018 (ECF No. 10);

WHEREAS, Dealer Tire and AMI now wish to settle and fully resolve, amicably and fully and finally all claims that Dealer Tire raised or could have raised in this case against AMI, on the terms and conditions set forth herein; and

WHEREAS, Dealer Tire and AMI consent to entry of this Permanent Injunction.

Now, therefore, upon all prior pleadings and proceedings had in this case, **IT IS
HEREBY ORDERED** that:

1. AMI and all those acting in concert or participation with AMI are enjoined from interfering with Dealer Tire's non-competition and non-solicitation covenants with its current and former employees and shall not permit any employee to engage in activities that would violate such obligations;

2. AMI and all those acting in concert or participation with AMI are enjoined from misappropriating or misusing and/or requesting anyone to disclose or use any of Dealer Tire's trade secret or other confidential or proprietary information and from interfering with Dealer Tire's confidentiality covenants with its current and former employees;

IT IS FURTHER ORDERED that if Dealer Tire raises a good faith written inquiry about AMI's compliance with any term of this Order, AMI shall be required to respond to such inquiry, in writing and under oath, within seven (7) business days of receipt by AMI of the written inquiry, and that if AMI fails to respond within seven (7) business days or if any part of the response is proved to be false, and Dealer Tire proves that AMI has failed to comply with the terms of the Order at issue, Dealer Tire shall be entitled to recovery of all of its costs of enforcement, including but not limited to its attorneys' fees, costs and disbursements.

Dated: December 19 2018

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Counsel for Defendant Automated Media, Inc.

SO ORDERED:

/s/ Solomon Oliver, Jr.

Hon. Solomon Oliver, Jr.
United States District Judge

Dated: 1/11/2019